
Metro-North/BLE CBA

accordance herewith, after all deductions for the following purposes have been made:

1. Federal, State, and Municipal Taxes.
2. Other deductions required by law, such as garnishments and attachments.
3. Amounts due Metro-North.

f. Responsibility of Metro-North will be limited to remitting to the Brotherhood of Locomotive Engineers amounts actually deducted from the wages of Passenger Engineers as outlined herein, and Metro-North will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the Passenger Engineer involved and the Brotherhood of Locomotive Engineers, and any complaints against Metro-North in connection therewith will be handled by the Brotherhood of Locomotive Engineers on behalf of the Passenger Engineer concerned.

g. No provision of this Rule will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any Passenger Engineer, and no provision herein or any other provision of the Agreement between Metro-North and the Brotherhood of Locomotive Engineers will be used as a basis for grievance or time claim by or on behalf of any Passenger Engineer predicated upon any alleged violation of, or misapplication or noncompliance with, any provisions of this Rule. The Brotherhood of Locomotive Engineers will indemnify, defend and hold harmless Metro-North from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Rule.

RULE 33 – MEAL PERIOD

a. Passenger Engineers will be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period

METRO-NORTH/BLE CBA

must be given and completed within four (4) and six and one-half (6½) hours after starting work. In the event conditions do not allow the lunch period to be taken between four (4) and six and one-half (6½) hours after starting work, the Passenger Engineers will be paid an additional forty-five (45) minutes at the straight time rate. If an employee has seventy (70) minutes between scheduled train arrival and departure times at Danbury Terminal, within the meal window, Metro-North's obligation to provide a meal is satisfied.

b. Metro-North's obligation to provide a meal will be considered met for all passenger service assignments that have a scheduled release period under Rule 2(b)(1), consistent with paragraph a. of this Rule.

RULE 34 – HOLIDAYS

Regularly Assigned Passenger Engineers

a. Each regularly assigned Passenger Engineer who meets the qualifications set forth in paragraph "c" hereof will receive eight (8) hours' pay at the straight-time rate for each of the following enumerated holidays:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day

Only one (1) eight (8) hour payment will be paid for the holiday, irrespective of the number of trips or tours of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the date observed by the Nation will be considered the holiday.

Metro-North/BLE CBA

b. Any regularly assigned Passenger Engineer who works on any of the holidays listed in paragraph "a" will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one (1) time and one-half payment will be allowed, in addition to the one (1), eight (8) hour holiday payment, for service performed during a single trip or tour of duty on a holiday which is also a workday or a vacation day.

c. To qualify, a regularly assigned Passenger Engineer must be available for or perform service as a regularly assigned Passenger Engineer on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, he must fulfill such assignment. However, a regularly assigned Passenger Engineer whose assignment is annulled, cancelled or abolished, or a regularly assigned Passenger Engineer who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay, provided he does not lay off on any of such days and makes himself available for service on each of such days, excepting the holiday in the event the assignment does not work on the holiday. Personal days, single day vacations, bereavement leave and jury duty will be considered neutral days and qualification will be determined by the preceding or subsequent scheduled work day. If the holidays fall on the last day of his work week, the first workday following his "days off" will be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week will be considered the workday immediately preceding the holiday. When one of more designated holidays fall during the vacation period of a Passenger Engineer, the qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

NOTE: A regularly assigned Passenger Engineer who qualified for holiday pay under paragraph "c" will not be deprived thereof by reason of changing from one regular assignment to another regular

METRO-NORTH/BLE CBA

assignment on the workday immediately preceding or following the holiday or on the holiday. If a regularly assigned Passenger Engineer changes his status to an Extra Board on one of the three (3) qualifying days, he will remain qualified for the holiday pay under paragraph "c" if he is available for duty on all such qualifying days.

d. Nothing in this Rule will be considered to create a guarantee or to restrict the right of Metro-North to annul assignments on the specified holidays.

e. The terms "workday" and "holiday" refer to the day to which service payments are credited.

Passenger Engineers Assigned to an Extra Board

f. Each Passenger Engineer assigned to an Extra Board who meets the qualifications provided in paragraph "g" will receive eight (8) hours' pay at the straight-time rate on any of the following enumerated holidays:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day

Only one (1) eight (8) hour payment will be paid for the holiday irrespective of the number of shifts worked. If more than one (1) shift is worked on the holiday, the allowance of one (1) eight (8) hour payment will be at the rate of pay of the first tour.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the Nation will be considered the holiday.

g. To qualify, a Passenger Engineer assigned to an Extra Board must perform service or be available for service on the

Metro-North/BLE CBA

full calendar day of the holiday and on the full calendar days immediately preceding and immediately following the holiday.

NOTE 1: A Passenger Engineer assigned to an Extra Board whose service status changes from a Passenger Engineer assigned to an Extra Board to a regularly assigned Passenger Engineer or vice versa on one (1) of the qualifying days will receive the basic day's pay provided in paragraph "f", provided (1) he meets the qualifications set forth in paragraph "g" on the day or days he is a Passenger Engineer assigned to an Extra Board, and (2) he meets the qualifications set forth in paragraph "b" on the day or days he is a regularly assigned Passenger Engineer.

NOTE 2: A Passenger Engineer assigned to an Extra Board will be deemed to be available if he is ready for service and does not lay off of his own accord.

NOTE 3: When one or more designated holidays fall during the vacation period of a Passenger Engineer assigned to an Extra Board, his qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

h. Any Passenger Engineer assigned to an Extra Board who works on any of the holidays listed in paragraph "f" will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one (1) time and one-half payment will be allowed, in addition to the one (1) eight (8) hour holiday payment, for service performed during a single tour of duty on a holiday.

i. The terms "calendar day" and "holiday" on which service is performed refer to which service payments are credited.

METRO-NORTH/BLE CBA

j. Consistent with the requirements of service, employees will be permitted, upon forty-eight (48) hours notice, to utilize a personal or vacation day or an unauthorized unpaid day off to observe Martin Luther King Day.

RULE 35 – CHOICE HOLIDAY

Passenger Engineers covered by this Agreement will receive a "choice holiday" as an eleventh holiday, in lieu of a workday, subject to the qualifying requirements of the Holiday Rule, except that they will not be required to work or to be available for work on the "choice holiday" to qualify for holiday pay for such "choice holiday" if they so elect. Such day will be selected by the Passenger Engineer, consistent with the requirements of service, upon forty-eight (48) hours' advance notice to Metro-North. The "choice holiday" request must be made before October 12 of each year. Failing to do so, such "choice holiday" will be assigned by management.

RULE 36 – PERSONAL LEAVE

a. Passenger Engineers must notify the Crew Dispatching Office forty-eight (48) hours in advance of their normal starting time when requesting a personal day. Permission will be granted consistent with the needs of service, on a first come basis.

b. 1. Effective January 1, 1998, the personal leave day schedule shall be as follows:

2. An employee with zero (0) years of continuous service and less than three (3) years of service shall have zero (0) personal leave days.

3. An employee with three (3) years of continuous service but less than twenty (20) years of continuous service shall be entitled to three (3) personal leave days.

Metro-North/BLE CBA

4. An employee with twenty (20) years of continuous service but less than twenty-five (25) years of continuous service shall be entitled to four (4) personal leave days.

5. An employee with twenty-five (25) or more years of continuous service shall be entitled to five (5) personal leave days.

c. 1. An employee with thirty (30) or more years of continuous service shall be entitled to one (1) floating birthday holiday.

d. 1. An employee having reached an anniversary date during a particular calendar year will be considered as having reached such anniversary date as of January 1st of that year.

e. Compensation allowed for personal leave days will be the normal daily earnings of the Passenger Engineer's assignment with a minimum of a basic day's pay.

RULE 37 – CONFERENCES

Conferences between officers of Metro-North and duly accredited representatives will be held without cost to Metro-North. When duly accredited representatives are required to report for a conference at the direction of Metro-North, they will be compensated for the time engaged in the conference, with a minimum of four (4) hours, and if required to lay off an assignment by reason of the conference, will be made whole for the missed assignment.

RULE 38 – SEVERABILITY

If any Rule or provision of this Agreement is at any time determined to be in conflict with any law, such Rule or provision will continue in effect only to the extent permitted by law. If any Rule or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not affect or impair any other term or provision of this Agreement.

RULE 39 – ITEMIZED STATEMENT OF EARNINGS

a. Passenger Engineers will furnish all information required on timeslips so that proper identification for payments can be made.

b. An itemized statement of the Passenger Engineer's daily earnings for each pay period will be furnished with the pay draft as required by this Rule and applicable State Law.

c. Passenger Engineers should use the itemized statement of daily earnings as the basis for reporting any overpayments.

d. If a Passenger Engineer has timely submitted a service timeslip to be paid in a current payroll period and no payment has been made, he may file a pay shortage claim. A separate voucher for a pay shortage will be immediately issued, on request, when the pay shortage is one (1) day's pay or more. Payments for a pay shortage for less than one (1) day's pay will be included in the next regular payroll period.

RULE 40 – PROMOTION TO OFFICIAL POSITIONS

a. Passenger Engineer will, upon request, be given first consideration for promotion to official positions within the Engine Service Section of the Transportation Department.

b. Passenger Engineers accepting official or supervisory positions with Metro-North shall retain and continue to accumulate seniority under this Agreement and upon return to service covered by this Agreement may exercise their accumulated seniority.

Metro-North/BLE CBA

RULE 41 – STARTING TIMES

a. Regularly assigned Passenger Engineers engaged in yard, switching and classification work will each have a fixed starting time which will not be changed without at least forty-eight (48) hours' advance notice.

b. Where three (3) eight (8)-hour shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be between 6:00 a.m. and 10:00 a.m., the second shift, 2:00 p.m. and 6:00 p.m., and the third shift, 10:00 p.m. and 2:00 a.m.

c. Where two (2) shifts are worked in continuous service, the time for an assignment on the first shift to begin work will be during any one (1) of the periods named in paragraph "b".

d. Where two (2) shifts are not worked in continuous service, the time for an assignment on the first shift to begin work will be between the hours of 6:00 a.m. and 11:00 a.m., and on the second shift, not later than 2:00 a.m.

e. At points where there is only one (1) regular yard assignment, the assignment may be started at any time subject to paragraph "a".

f. Where an independent assignment is worked regularly, the assignment may be started during one (1) of the periods provided for in paragraph "b" or "d".

g. An extra yard assignment may be started during one (1) of the periods provided for in paragraph "b" or "d".

h. If a Passenger Engineer is started at a time other than provided for in paragraph "b" or "d", he will be paid from the last permissible starting time until released from duty.

METRO-NORTH/BLE CBA

RULE 42 – EQUIPMENT ON ENGINES

a. Engines shall be supplied with fuel, water, sand and equipment necessary for the service to be performed and shall be equipped to comply with statutory requirements relating to the health and comfort of the engineer. There shall be no penalty payments for a violation of this Rule.

b. Passenger Engineers shall be responsible for knowing that their engines are properly equipped and serviced. Passenger Engineers shall report any defects that come to their attention.

c. When engines are dispatched from an engine facility where enginehouse forces are employed and on duty at the time of dispatchment, engines shall be supplied and cleaned by enginehouse forces. At locations where enginehouse forces are not employed, engines shall be supplied by other than engineers.

RULE 43 – TRAINING PROGRAM

PURPOSE

The purpose of this Rule is to provide a program for the training and qualifying of Passenger Engineers which may be applied where necessary to insure the immediate and continuing needs of Metro-North. The Brotherhood of Locomotive Engineers will cooperate in the operation of the program.

A. APPRENTICE ENGINEERS

1. An Apprentice Engineer shall be any person selected by Metro-North to enter the program of training for the purpose of employment as a qualified Passenger Engineer. In the selection of apprentices, preference shall be given to present employees.

Metro-North/BLE CBA

2. The training program shall consist of classroom instruction and work experience as determined by Metro-North. All necessary classrooms, books and materials, and instructors shall be furnished by Metro-North. When feasible, consideration shall be given to active Passenger Engineers for assignment as instructors.

3. The training program and any intended substantial changes therein shall be reviewed from time to time by the Brotherhood of Locomotive Engineers and Metro-North. However, Metro-North shall make the final determination of the content and length of the training program, the continuation of individual apprentices in the program, and the conditions of successful completion of the program.

4. Apprentice Engineers shall be paid in accordance with Rule 3 while actively participating in the training program. This payment shall comprehend all services performed and time consumed in the training program by the apprentice. To receive the full rate, the apprentice must be available for a minimum of eight (8) hours a day for five (5) days per week. The prorated daily rate may be deducted for each of the days he is not available of his own volition.

5. The General Chairman, BLE, shall be furnished the name of each Apprentice Engineer, with the date his training commenced and the date of his certification, if he successfully completes the program.

B. INSTRUCTIONS BY PASSENGER ENGINEERS

1. Passenger Engineers shall, when required by the Carrier, instruct, supervise, and acquaint Passenger Engineer trainees with the responsibilities and functions of Passenger Engineers under actual working conditions.

The Passenger Engineer will permit the apprentice to operate the engine and perform other functions of an Passenger Engineer under his direction. For these services, including the completion for any required reports on the trainee,

METRO-NORTH/BLE CBA

the Passenger Engineer will be paid sixty (60) minutes at the straight-time rate per tour of duty in addition to all other earnings for each tour of duty.

2. While the Passenger Engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by an apprentice.

C. QUALIFYING PASSENGER ENGINEERS

Upon successful completion of the training program, an apprentice shall be certified as a qualified Passenger Engineer, and shall be awarded a certificate so stating and shall acquire and maintain seniority in accordance with all applicable rules and agreements. While training under the program described herein, an employee of any other craft or class may continue to hold his seniority, subject to applicable agreements of that craft or class; however, upon completion of the training program as Passenger Engineer, such employee must relinquish seniority in all other crafts before being placed on the Passenger Engineer's seniority roster.

RULE 44 – SICK LEAVE

Section 1 - Approved Leave Status

In recognition of the substantial increases and modernization of the contractual leave provisions, employees shall maintain an approved leave status at all times. Employees must be on an approved leave status such as sick, vacation, personal, union, or authorized leave of absence. Any absence not authorized will be designated unauthorized absence. (UAB)

Metro-North/BLE CBA

Section 2 - Sick Leave Plan

a. 1. Effective January 1, 1996, each employee will be provided an annual allowance of twelve (12) sick days. Sick days may be accumulated and carried over from year to year. Sick banks are not subject to any maximum accumulation or cap.

2. Employees shall be able to utilize any and all sick days in their bank for personal illness or injury or to care for any sick or injured family members provided that the employee is primarily responsible for the care of such family member.

3. There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at ninety (90%) percent of the daily rate of eight (8) hours. As a condition of receiving sick pay, employees shall not file for or receive any benefits from the Railroad Retirement Board pursuant to the Railroad Unemployment Insurance Act.

Section 3 - Supplemental Program

a. Effective January 1, 1996, Metro-North will establish a supplemental sick program which, after thirty (30) consecutive calendar days of disability (regardless of pay status), shall pay two hundred and thirty-three dollars (\$233.00) a week for a maximum of one (1) year. Commencing January 1, 1998, the waiting period shall be forty-five (45) calendar days. Such supplemental payments shall be available once the employee's bank is exhausted. Supplemental payments may be collected in addition to benefits from the Railroad Retirement Board pursuant to the Railroad Unemployment Insurance Act.

Section 4 - Reimbursement Plan

a. 1. Any employee who leaves Metro-North's service for any reason, other than termination for cause, with a minimum of ten (10) years of continuous Metro-North service at the time of separation shall be entitled to a cash severance payment of fifty (50%) percent of the daily rate of pay of all accumulated but

unused sick days, provided that the number of accumulated but unused sick days is at least fifty (50%) percent of the total number of sick days posted to the employee's bank.

2. Any sick leave posted or accumulated prior to January 1, 1996 shall be frozen subject to future use only after days accrued under the new bank have been exhausted and shall not be subject to the foregoing reimbursement plan.

Section 5

a. Should an employee's scheduled vacation commence during a leave of absence for illness, the vacation shall be cancelled and rescheduled for a later date in accordance with the requirements of the service. The vacation shall be rescheduled by Metro-North so as to be completed no later than December 31. However, if there is not sufficient time remaining within which to reschedule such vacation prior to December 31, the vacation shall be carried over to the next succeeding year, with the employee to be granted actual time off and not payment in lieu of his vacation.

b. Should an employee who is on vacation become ill, he must continue on his vacation and will not be entitled to any sick leave allowance during such vacation period.

Section 6

a. No sick leave allowance will be paid in the following cases:

1. Absences due to indulgence in alcohol or narcotics.
2. Absences due to any form of public misbehavior in which employee is found guilty as a result of civil action.

b. No sick leave allowance will be granted to employees on their relief days but will be granted on holidays for which charge will not be made against their banks. If compensation is

Metro-North/BLE CBA

received for the holiday under the existing agreement, no payment will be made under this Sick Leave Agreement.

c. No sick leave allowance will be granted to an employee who is unfit for work on account of an accident incurred while working for an employer other than the Carrier.

d. No sick leave allowance will be paid for absences of less than one (1) full day.

Section 7

In the event an employee initiates any action or proceeding against Metro-North, or any individual or Insurance Carrier, on the basis of any alleged injury received in an off duty accident or in the performance of duty for which sick leave allowance hereunder has been paid by this Company, the Carrier shall have a lien against and is entitled to be reimbursed or to deduct from any recovery or settlement resulting from such action or proceeding up to the extent of the benefits so paid.

Section 8 - Verification

a. The burden of establishing that he was actually unfit for work because of illness shall be upon the employee.

b. Payment in cases of a bona fide sickness or disability will be made in accordance with Metro-North payroll procedures. In cases of doubt, the employee may be required to prove to Metro-North's satisfaction, preferably in the form of doctor's certificate, that the sickness or injury is bona fide.

c. Advance notification of the requirement to produce a doctor's certificate will be given as follows:

1. Through prior discipline or counseling for unsatisfactory attendance.

METRO-NORTH/BLE CBA

2. An employee will be given written notification that all future sick leave must be accompanied by doctor certification.
3. During the particular circumstances surrounding the mark off, the employee is given contemporaneous notice to produce a doctor's certificate.
 - d. Every application for sick leave for a period over four (4) days, with pay, must be accompanied by medical proof satisfactory to Metro-North and upon a form to be furnished by Metro-North, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his duties for the period of absence.
 - e. Across the board demands for doctor's notes will not be permitted.
 - f. Sick leave may be used by employees who suffer on the job injuries. Sick days used in this manner will be reinstated to the employee's sick leave bank upon settlement of their claim with the Risk Management Department.
 - g. Application for sick leave allowances upon which a licensed chiropractor has certified that an employee was unable to perform his duties for the period of the absence will be considered as establishing the burden of proof that such employee was in fact unfit for work on account of illness.

Section 9 - Advanced Notification

- a. To be entitled to sick leave for any day on which he is absent from work because of illness, an employee, except where it is impossible to do so, must, at least three (3) hours before the commencement of his scheduled tour of duty for that day, cause notice of the illness and the place and telephone number where he can be found during such illness, to be given by telephone, messenger, or otherwise, to his appropriate superior and must also give notice to such superior of any subsequent change in the place where he can be found.

Metro-North/BLE CBA

Where it is impossible to give such notice within the time prescribed herein, it shall be given as soon as circumstances permit. Failure to cause such notice to be given shall deprive the employees of his right to be paid for such tour of duty, whichever is applicable, and he shall not be entitled to pay for any subsequent tour of duty from which he absents himself unless at some time, not less than three (3) hours prior to the commencement of such tour of duty, he shall have caused such notice to be given. Failure to cause such notice to be given as herein provided shall not be excused unless Metro-North is convinced that special circumstances made it possible and is also convinced that notice was given as soon as the special circumstances permitted.

b. Metro-North reserves the right to investigate any or all employees calling off on account of sickness by telephone or other means available to Metro-North. If a representative of the Metro-North calls by telephone, or in person, at the place where the absent employee advised, under paragraph (c) hereof, that he could be found and cannot contact him, the absent employee will be subsequently advised by certified mail of Metro-North's inability to contact him, and he will be deemed to be absent without leave unless he can, within fifteen (15) calendar days from date of the letter's certification prove to Metro-North's satisfaction that he was unable to respond to such inquiry. Unless such employee complies with these provisions, he will not be granted sick leave and will be subject to appropriate disciplinary action in accordance with the provisions of the existing Agreement.

Section 10

An employee found to be in violation of the rules governing sick leave allowance shall, in addition to being subject to denial of sick leave, also be subject to appropriate disciplinary action in accordance with the existing Agreement. Any serious violation, or persistent infractions, or fraudulent claim for sick leave may result in dismissal from the service in accordance with provisions of the existing Agreement.

METRO-NORTH/BLE CBA

RULE 45 – WAGES

a. 1. Effective January 1, 1995, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1994 shall be increased by two (2%) percent.

2. Effective January 1, 1996, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on December 31, 1995, shall be increased by two and one-half (2½%) percent.

3. Effective January 1, 1997, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on December 31, 1996, shall be increased by three and one-half (3½%) percent.

4. Effective January 1, 1998, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on December 31, 1997, shall be increased by two (2%) percent.

b. Retroactive wage payments shall be granted only to current employees for service performed since January 1, 1995 and on a pro-rated basis for employees who during 1995 either retired, died, flowed to Conrail, or may have been dismissed and subsequently reinstated with seniority restored.

MORATORIUM

1. The Agreement shall be effective January 1, 1995 and shall remain in effect through December 31, 1998 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

2. The parties to this Agreement shall not serve nor progress prior to July 1, 1998 (not to become effective before

Metro-North/BLE CBA

January 1, 1999) any notice or proposal for the purpose of changing agreements.

Signed at New York, New York, this 27th day of November, 1995.

For:

THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/Michael F. Doyle

MTA METRO-NORTH RAILROAD

/s/Raymond Burney, Esq.

METRO-NORTH/BLE CBA

ATTACHMENT "A"

**METRO-NORTH COMMUTER RAILROAD COMPANY
UNION DUES DEDUCTION AUTHORIZATION**

TO: HRIS UNIT 4th FLOOR
PRODUCTION SPECIALIST
347 MADISON AVENUE
NEW YORK, N.Y. 10017

I hereby authorize Metro-North Commuter Railroad to deduct union dues, assessments and insurance premiums. I understand that such deductions will be taken one time per month and such sums will be remitted to the Treasurer of my Union Local in accordance with the terms of the applicable Agreement.

Print Name First Middle Initial Last Employee Number

Name of Union Affiliation Local Number

Employee Signature Date

Metro-North/BLE CBA

ATTACHMENT "B"

EMPLOYEE DEDUCTION SCHEDULE
UNION DUES

Name of Labor Organization _____ Union Local No. _____

Mailing Address: _____

ACTION
A = Add
C = Change
D = Delete

EMPLOYEE NO.	EMPLOYEE NAME	ACTION	AMOUNT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

You are hereby authorized to process the indicated regular monthly payroll deduction(s) on the above listed employee(s) who has(have) consented to said deduction(s).

Effective date of deduction: _____

Please submit completed form to:
Metro-North Commuter Railroad
HRIS Unit - 4th Floor
347 Madison Avenue
New York, NY 10017
Attention: Production Specialist

Signed: _____
Secretary/Treasurer Date

EXHIBIT "A"

**MEMORANDUM OF AGREEMENT
COVERING THE ESTABLISHMENT OF
A JOINT LABOR/MANAGEMENT
PRODUCTIVITY COUNCIL**

I. Metro-North and its employees share the mutual objective of improving Metro-North service, and an important factor to be addressed is that of improving the productivity of both management and labor. The parties recognize that there is a reservoir of untapped employee input to constructive productivity improvement and agree to the following as a means of accomplishing our objective:

II. The parties will establish a Joint Labor/Management Productivity Council, which will consist of two representatives from the Brotherhood of Locomotive Engineers (BLE) and an equal number of management representatives. The Council will select a neutral public member who shall serve as Chairman.

III. The Council will examine all aspects of Metro-North train operations for the purpose of identifying those areas which have an impact on the productivity of Metro-North and its employees and make specific recommendations for changes. No recommendation will be made which will infringe on the Collective Bargaining Agreement of the BLE without the approval of the BLE. Several areas will be examined, including (but not limited to):

absenteeism	training
employee morale	working environment
management practices	work force distribution
revenue-to-cost ratio	including the ratio of
alcohol abuse	management to union
equipment improvement	employees

Metro-North/BLE CBA

IV. The Council will establish such task forces as are necessary to ensure a comprehensive analysis and review of each phase of Metro-North's existing operation.

Productivity Task Forces will consist of an equal number of management and BLE employees and will be responsible directly to the Council.

Task forces will recommend changes and may institute experimental programs embodying such recommendations, if approved by the Council.

V. The Council will issue the following reports:

1. One hundred twenty (120) days after formation -- report to the President of the BLE and the President of Metro-North on the organization of the Council, its ground rules and the local task forces established.

2. Three hundred sixty (360) days after formation -- interim report to the President of BLE and the President of Metro-North on the findings of Council, local experiments, recommendations, etc.

3. Such additional interim reports to the President of the BLE and the President of Metro-North as the Council deems necessary or desirable.

4. October, 1984 -- final report of Council submitted to the President of the BLE and the President of Metro-North. The Productivity Council will terminate, unless otherwise agreed to by the parties, thirty (30) days after the date the recommendations have been made.

The final report will:

(a) summarize the activities of the Council and the local task forces;

METRO-NORTH/BLE CBA

(b) outline the findings of the Council and the results of any specific experiments conducted;

(c) make recommendations for changes by the parties which will enhance the productivity of the Corporation.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/J. P. Carberry

FOR METRO-NORTH COMMUTER
RAILROAD COMPANY

/s/Peter E. Stangl

December 21, 1982

Metro-North/BLE CBA

May 24, 1984

Mr. Daniel F. Riley
General Chairman
105 Wolf Road
Albany, NY 12205

Mr. R.W. Godwin
District "F" Chairman
97 South Buffalo Road
Hamburg, NY 14075

Gentlemen:

As per discussions at our meeting on May 24, in the Application of BLE Rule 8, an employee whose assignment is annulled for one day on a holiday will not be given displacement rights. It is also understood that in the application of Rule 34(c) and (g) the employee will not be disqualified for holiday pay because his assignment is annulled for one day on a holiday.

Very truly yours,

R.B. Hoffman
/s/Vice President Human Resources

METRO-NORTH/BLE CBA

September 19, 1984

Mr. Joseph P. Carberry
Vice President
Brotherhood of Locomotive Engineers
455 Empire Boulevard
Rochester, NY 14609

Mr. D.F. Riley
General Chairman
Brotherhood of Locomotive Engineers
105 Wolf Road
Albany, NY 12205

Dear Messrs. Carberry and Riley:

This will confirm our understanding as a result of discussions on September 19, 1984, in which it was mutually agreed that the Collective Bargaining Agreement between Metro-North Commuter Railroad and the Brotherhood of Locomotive Engineers shall be amended, as follows:

1. "Rule 44, Sick Leave", shall contain the same provisions as "Rule 41, Sick Leave" in the Collective Bargaining Agreement between Metro-North and United Transportation Union, (C and T), currently in effect.

This Rule shall be effective today provided that the Agreement is ratified by October 31, 1984. In the event the Agreement is not ratified by October 31, 1984, the effective date for purposes of this Rule shall be the first day of the month following the ratification of this amended Agreement.

2. Rule 2, paragraph b, shall be amended to include the following language:

Metro-North/BLE CBA

"There shall be no swing time assignments on Saturdays, Sundays, or holidays".

3. Rule 9, paragraph a, shall be amended as follows:

a. Extra board assignments shall be for five consecutive days with two consecutive relief days. A Passenger Engineer assigned to an extra board who is available for service during the five day period of his assignment or who does not lay off or miss a call during those five days will be guaranteed a money equivalent of 5 basic days pay. Metro-North will determine the location of and the number of Passenger Engineers assigned to an extra board.

4. "Rule 29 - Vacation", shall be amended to provide:

"An employee who will attain two, eight, seventeen, twenty or twenty-five years of continuous service during a particular calendar year, will be considered as having reached such anniversary date as of January 1 of that year and may schedule and take vacation accordingly, consistent with seniority and the requirements of the service, provided that all other necessary qualifying requirements under this Rule have been met."

5. "Rule 11, Deadheading", shall be amended to provide:

e. Deadheading will be paid to and from the crew base of the extra board to which an employee is assigned to and will be computed by use of next available train service unless Metro-North provides another means of passenger-type vehicle transportation.

6. "Rule 2, Classifications and Basis of Pay", shall be amended to provide:

METRO-NORTH/BLE CBA

f. Employees reporting late because of interruption of service on Metro-North shall suffer no loss of pay, provided that the train used is scheduled to arrive at the crew base sufficiently in advance of their regularly scheduled reporting time.

7. "Rule 14, Calls", shall be amended to provide:

c. If an employee does emergency work pursuant to this Rule and by reason of such work is unable to work his regular assignment because of the Hours of Service Law, he will be paid the regular earnings of the missed assignment. However, the Company reserves the right to order the employees to report upon the expiration of his rest.

It was further understood that this Agreement is subject to the ratification of your membership, and in the event these amendments are not ratified, the Collective Bargaining Agreement currently in effect shall continue to govern the rates of pay, hours of service and working conditions of employees represented by the Brotherhood of Locomotive Engineers.

Very truly yours,

/s/J. B. Isenberg
Vice President - Human Resources

/s/Bruce McIver
Director of Labor Relations, MTA

I Concur:

/s/J. Carberry
/s/D. Riley

Metro-North/BLE CBA

October 4, 1985

Mr. D. F. Riley
General Chairman - BLE
105 Wolf Road
Albany, NY 12205

Dear Mr. Riley:

Pursuant to our conference on September 19, 1985 the following method of payment in the application of Rule 11 - DEADHEADING - was agreed upon:

- 1) Where the authorized mode of transportation used to deadhead is by train, Passenger Engineers deadheading combined with service will be paid actual hours on a continuous time basis, with not less than eight hours for the combined deadheading and service.
- 2) Where the authorized mode of transportation used to deadhead is another passenger type vehicle, Passenger Engineers deadheading combined with service will be paid two (2) minutes per agreed upon highway miles, as set forth in Attachment A hereto, between their assigned crew base and the crew base of the assignment for which called on a continuous time basis, with not less than eight hours for the combined deadheading and service.
- 3) Where the authorized mode of transportation used to deadhead is by personal automobile, Passenger Engineers deadheading combined with service will be paid in accordance with paragraph 2, above, and will be reimbursed at the prevailing Internal Revenue Service mileage allowance (twenty-three cents (23¢) per mile as of the date of this letter) for the use of their personal automobile. When authorized to deadhead to another crew base by personal automobile, Passenger

METRO-NORTH/BLE CBA

Mr. D. F. Riley

- 2 -

October 4, 1985

Engineers will return to their assigned crew base in the same manner.

It was also agreed that Rule 54 - OFF TRACK VEHICLES of the UTU(C&T) Agreement, set forth in Attachment D hereto, will apply to Passenger Engineers represented by the Brotherhood of Locomotive Engineers.

If the above details correctly set forth our Agreement, please indicate your concurrence by signing two copies of this letter in the space provided, and return the original.

Very truly yours,

/s/M. J. Kurtz
Director - Labor Relations

I concur:

/s/D. F. Riley - General Chairman
Brotherhood of Locomotive Engineers

Metro-North/BLE CBA

ATTACHMENT "C"
AGREED UPON HIGHWAY MILEAGE

Between	<u>GCT</u> <u>DAN</u>	<u>HM</u>	<u>POK</u>	<u>NWP</u>	<u>PJCT</u>	<u>STAM</u>	<u>N.H.</u>	
GCT	X	40	80	25	60	40	75	75
HM	40	X	45	16	30	30	70	40
POK	80	45	X	60	30	75	80	40
NWP	25	16	60	X	30	17	55	40
PJCT	60	30	30	30	X	47	50	10
STAM	40	30	75	17	47	X	40	30
N. H.	75	70	80	55	50	40	X	40
DAN.	75	40	40	40	10	30	40	X

Legend: GCT = Grand Central Terminal
 HM = Harmon, NY
 POK = Poughkeepsie, NY
 NWP = North White Plains, NY
 P.JCT = Brewster
 Stam = Stamford, CT
 N. H. = New Haven, CT

ATTACHMENT "D"

OFF TRACK VEHICLES

It is agreed by and among Metro-North and train service employees that whenever an employee sustains any injury while riding in any motor vehicle in the course of his employment at the direction of Metro-North, its agents, servants or supervisory personnel, that the motor vehicle shall, only for purposes of this Rule, be considered an instrumentality of Metro-North under the operation and control of Metro-North and, only for purposes of this Rule that the operator of the motor vehicle shall be considered an employee of Metro-North and that, for purposes of this Rule, the employee in such motor vehicle shall be entitled to all rights and benefits accruing to him under the provisions of the Federal Employers' Liability Act; provided, however, that the operator of the vehicle shall obtain no rights hereunder and is not a beneficiary of this Rule, and that he shall have as against Metro-North only such rights, if any, that he would have had were this Rule not in effect.

Metro-North/BLE CBA

APPENDIX NO. 1

METRO-NORTH'S HEALTH AND
INSURANCE PROGRAM

COST CONTAINMENT MEASURES

Pursuant to our discussions held during the recent negotiations, the following constitutes a description of Health and Insurance Program, Cost Containment Measures.

It is understood and agreed by and between the parties that the implementation date shall be ninety (90) days following acceptance of all these measures by all the Organizations covered by the Metro-North Health and Insurance Program, whichever is later. The measures shall include:

- Precertification and Concurrent Review
- Case Management Review
- Week-end Admissions
- Mandatory, Second Opinion Surgery
- Outpatient Surgery Program
- Direct Mail Prescription Drugs
- Health and Maintenance Organizations
- Dental Preferred Provider Organizations (PPO)
- Alcohol/Substance Abuse Plan

The final definition of the substance of each of these measures shall be subject to agreement by the parties,

METRO-NORTH/BLE CBA

APPENDIX NO. 2

**METRO-NORTH COMMUTER RAILROAD
DEFINED CONTRIBUTION PENSION
PLAN FOR AGREEMENT EMPLOYEES**

Benefits of the plan are as set forth in the Metro-North
Agreement Employees Pension Plan Booklet.

Metro-North/BLE CBA

December 1, 1988

Mr. R. W. Godwin
General Chairman - BLE
97 South Buffalo Street
Hamburg, NY 14075

Re: Release Time at Home Terminal

Dear Mr. Godwin:

This letter confirms our understanding reached during recent negotiations with respect to Passenger Engineers being released under Rule 2(b) at a location other than their Home Terminal.

As agreed, Metro-North will make every effort, consistent with scheduling requirements, to schedule release time at an Engineer's Home Terminal.

Very truly yours,

/s/Michael J. Kurtz
Vice President - Human Resources

December 1, 1988

Mr. R. W. Godwin
General Chairman - BLE
97 South Buffalo Street
Hamburg, NY 14075

Re: Defined Contribution Pension Plan

Dear Mr. Godwin:

This will confirm our understanding reached during the recent negotiations with respect to the Defined Contribution Pension Plan.

As agreed, employees who rendered service with Metro-North or one of its predecessors in the following locations will be credited with full past service starting with their hire date, exclusive of the appropriate breaks in service:

- Cedar Hill
- Oak Point
- 72nd Street
- Penn Station
- Selkirk
- Springfield, MA.

In addition, employees who can verify intermittent periods of service rendered for Metro-North or one of its predecessors at the above-referenced locations will be given past-service credit recognition for that intermittent period of time.

Very truly yours,

/s/Michael J. Kurtz
Vice President - Human Resources

Metro-North/BLE CBA

December 1, 1988

Mr. R. W. Godwin
General Chairman - BLE
97 South Buffalo Street
Hamburg, NY 14075

Re: \$3.85 Meal Allowance

Dear Mr. Godwin:

This will confirm our understanding reached during recent negotiations with respect to Passenger Engineers being released at other than their designated crew base for more than four hours.

As agreed, engineers released at other than their designated crew base for more than four hours will continue to receive a \$3.85 meal allowance.

Very truly yours,

/s/Michael J. Kurtz
Vice President - Human Resources

METRO-NORTH/BLE CBA

December 1, 1988

Mr. R. W. Godwin
General Chairman - BLE
97 South Buffalo St.
Hamburg, NY 14075

Re: Establishment of Grand Central Terminal Bunk Room

Dear Mr. Godwin:

This letter confirms our understanding reached during recent negotiations regarding the establishment of the Grand Central Terminal Bunk Room.

As agreed, a committee made up of Metro-North's Vice President of Operations and the BLE General Chairman, or his designee, will oversee the establishment of the Grand Central Terminal Bunk Room.

Very truly yours,

/s/Michael J. Kurtz
Vice President - Human Resources

Metro-North/BLE CBA

June 21, 1989

Mr. R. W. Godwin
General Chairman - BLE
97 South Buffalo St.
Hamburg, NY 14075

Re: Return to Duty Medical Certificates/Rule 27

Dear Mr. Godwin:

This letter confirms our understanding reached during recent negotiations with respect to Engineers being required to present a medical certificate demonstrating their fitness to return to duty after being absent due to illness for more than thirty calendar days, or in cases of injury, for one day or more.

As agreed, it was not the intention of the parties to allow an Engineer to be withheld from service while awaiting an appointment with an official of Metro-North's Medical Department. Metro-North will endeavor to have Engineers returning to duty under such circumstances to be examined by Company Medical Officers in a timely manner so as to promptly resume active service.

It is further understood that it is the Passenger Engineer's responsibility to contact the Crew Dispatchers Office sufficiently in advance of his/her return to service to allow for the scheduling of a prompt return to duty examination.

Very truly yours,

/s/Michael J. Kurtz
Vice President-Human Resources

November 14, 1994

Mr. Michael Doyle
General Chairman - BLE
R.R. #3
Skeet Club Road
Durham, CT 06422

Dear Sir:

Please reference our continued discussions on the issue of the application of BLE Rule 7 (Displacement Rights). In the application of Rule 7 and Rule 13 it is understood that the minimum three (3) hour notification to resume for a regular assignment as contained in Rule 13 also applies to an ordinary displacement. That is to say, an employee must exercise his displacement rights against a junior employee at least three (3) hours in advance of the reporting time of that assignment.

If the above accurately reflects our understanding, please sign below.

Yours truly,

/s/Andrew J. Paul
Asst. Director - Labor Relations

I concur:

/s/M. F. Doyle
BLE General Chairman

Metro-North/BLE CBA

July 22, 1997

Mr. Michael Doyle
General Chairman - BLE
R.R. #3
Skeet Club Road
Durham, CT 06422

RE: Resolution of Outstanding Issues

Dear Sir:

Based upon our recent discussions, Metro-North and the BLE hereby agree to the following resolutions of outstanding grievances and issues and agree upon these interpretations of the Collective Bargaining Agreement:

1. Engineer assignments will be readvertised if there is a permanent change to a train or trains in the assignment, including the elimination or addition of a train.
2. Engineer trainees in the Engineer Training Program will be eligible for holiday payments consistent with the qualifying conditions for engineers under the Collective Bargaining Agreement.
3. For the 48 hour period after notice of abolishment, the position to be abolished will be subject to an exercise of seniority by an engineer, regardless of whether or not the incumbent remains on the position.

METRO-NORTH/BLE CBA

Resolution of Outstanding Issues

July 22, 1997

Page 2

4. Union business will be considered as a neutral day for the purpose of bridging a holiday.
5. The minimum calling time for an extra list engineer will be 2 hours.
6. Engineers who are on a vacation holddown may, consistent with the needs of service, take a personal day or a single day vacation.
7. For purposes of relief day payments following vacations or a week during which the engineer took a single day vacation, Metro-North will look back to the work week prior to the vacation week in circumstances where the engineer did not have the opportunity to complete five consecutive days prior to the relief days.
8. Personal days will count towards the contractual requirements that are necessary in order for an engineer to receive premium pay for work on a relief day.
9. When a holiday falls on the 5th day of a work week of an engineer's assignment, the engineer will receive his "stutz" payment for the holiday in addition to all other compensation received on that holiday.

To the extent that any of these provisions have a retroactive application, they are retro-active to Friday, March 28, 1997 (Good Friday).

Metro-North/BLE CBA

Resolution of Outstanding Issues

July 22, 1997

Page 3

If you are in agreement with the resolutions and interpretations,
please indicate by signing below.

Very truly yours,

/s/Raymond Burney
Director - Labor Relations

I Agree:

/s/M. Doyle, General Chairman

July 23, 1997

Mr. Anthony Bottalico
General Chairman
United Transportation Union
420 Lexington Avenue, Suite 460
New York, NY 10017

Mr. Michael Doyle
General Chairman - BLE
R.R. #3
Skeet Club Road
Durham, CT 06422

Re: Movement of Equipment In and Around Certain Metro-North Maintenance Facilities

Dear Sir:

In order to clarify the type and extent of equipment moves that can be made by Metro-North craft employees in and around these shops, the parties agree to the following:

NEW HAVEN

M of E craft employees may move a single pair (M2) or a single triplet (M4/M6) within the confines of Maintenance Facility Tracks 1, 2 and 3, east and/or west not to foul Tracks 38 or Front Lead;

STAMFORD

M of E craft employees may move a single pair (M2) or a single triplet (M4/M6) within the confines of the Maintenance Facility Tracks, not to foul L - 2 switch/track.

NORTH WHITE PLAINS

M of E craft employees may move a single pair (M-Series) or a single MU Car within the confines of the Maintenance Facility, not to foul the de-rails on the south end of Tracks 5 and 6. They may also move a single pair (M-Series) or a single MU car

Metro-North/BLE CBA

between Tracks 5, 6 and 8 Pocket on the north end of the shop, not to go south of the 6/8 switch or Track 8.

PUT. JUNCTION

M of E craft employees may move a single pair or single triplet (M-Series) or a single MU car within the confines of the Maintenance Facility lift and P.T. tracks, not to foul connecting tracks. When the engine house is rebuilt, after Transportation makes initial placement of equipment, Maintenance employees may move equipment on the engine house Track 1 car length at a time for inspection purposes, not to foul connecting tracks, with portable Blue Signal derails erected.

Nothing in this Agreement is intended to affect the various practices or positions of the parties regarding equipment movement at other Metro-North locations.

If you are in agreement with this definition of permissible moves by M of E employees, please indicate by signing below.

Very truly yours,

/s/Raymond Burney
Director - Labor Relations

I Agree:

/s/Anthony Bottalico
General Chairman-UTU

/s/Michael Doyle
General Chairman-BLE

January 30, 1998

Mr. Michael Doyle
General Chairman - BLE
R.R. #3
Skeet Club Road
Durham, CT 06422

Dear Sir:

Any contractual provision not amended in this Agreement or side letter mutually agreed to and accidentally deleted from the printing of this book, is still considered to be in effect.

Yours truly,

/s/Andrew J. Paul
Asst. Director - Labor Relations

I Agree:

/s/M. Doyle, General Chairman

Metro-North/BLE CBA

Letter of Understanding/Metro-North and BLE, UTU

In the application of BLE Rule 10(f), and UTU Rule 12(f), it is understood that an employee who voluntarily changes assignments, resulting in a change of rest day(s) which does not allow him to work five (5) consecutive days on their new assignment, must have worked in a qualifying status on their nine (9) previous scheduled work days in order to be entitled to overtime payments for relief day work. For changes in assignments that are involuntary (displacement or job abolishment), the employee must perform service on five (5) consecutive work days prior to the new rest days.

Qualifying work days, for purposes of this understanding, include all paid for not worked days excluding sick days.

A rest day paid at straight time will count toward the nine (9) day qualification in the subsequent rest day cycle. For example, if an employee with Saturdays and Sundays off comes in at straight time, that day will count towards the nine (9) day calculation for the employee's subsequent set of rest days.

Furthermore, for an employee who does not immediately resume and misses work after a bump, that day will not count towards the nine (9) day calculation or any other pay entitlement.

/s/Raymond Burney
MTA Metro-North
Director - Labor Relations

/s/Michael Doyle
BLE General Chairman

/s/Anthony Bottalico
UTU General Chairman

Dated February 25, 1998 in Grievance Mediation

**MEMORANDUM OF
UNDERSTANDING**